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THREE SOLDIERS

JOHN DOS PASSOS' book, "Three Soldiers" has just been perused by the editor, who is now about to address you on the subject. Ordinarily, the book would go through the review department, but not this time.

A great deal of discussion has been provoked by this remarkably photographic work. Dos Passos evidently went to France in the army and carried a voluminous note book along. The work he finally turned out has been called a libel on the soldier, a faithful picture, a sensational expose, a bunch of damned lies and everything else in the gamut of things called.

Much editorial expression has been given to the opinions of various observers as to the merits of the book. As yet no soldier organization has sent out its opinion, but more than one individual veteran has said what he thinks.

We read Three Soldiers, knowing about these debates. The book presented no good reason for taking white paper out of the publishers' reserves, except that it describes very faithfully the three soldiers about whom it was written.

The unfortunate thing about Dos Passos' book is this: If the American army had contained a very small percentage instead of a mere few hundred such men as the three about whom this tale is written, the only way the Kaiser could have lost the war would have been through the dropping dead, paralyzed or blind of most of the German army. Dos Passos picked three peculiar examples to put in his book. Not one of them is typical, although the army contained examples of each type. These three "birds" as a buddy would call them contemptuously, were the men about whom a good deal of public notice is caused to center in any great mass like the American army. They are the men who get the attention in exactly the same way as an empty cart or an unloaded truck draw the public interest.

But we do not join with those who say: "If they were not typical, why write the story?" Because it is an interesting book; the general reader will enjoy it and the critical one will have to confess that its author has shown a very observing and very expressive faculty.

POLITICAL SELF-EXPRESSION

JUST as religious zeal was the dominating impulse of the Christian world at the time of the Crusade, so to-day self-expression seems to be a universal aspiration that will accept no substitute or alternative. It is not only the most significant, it probably is the most important mental development within the memory of man. The early church had its martyrs, but none of these more cheerfully went to death than do the modern enthusiasts who espouse a cause which they believe will contribute to the liberties of themselves and their people.

There is Ireland. Two score years ago the concessions recently made by the British government would have been hailed as emancipation, and would have been celebrated in every quarter of the globe to which Irishmen have penetrated. To-day thousands of irreconcilable Irishmen declare they will be satisfied with nothing less than a detached republic.

But Ireland is only one of the bubbles of discontent. South Africa is seething; India is in ferment; Egypt refuses longer to wear a yoke. It may not be that the disintegration of the British Empire has set in, but it is a foregone conclusion that relations with the colonies will have to be readjusted.

The Balkans are more turbulent than they were when they were regarded as the volcano of political Europe. The Slavic world is groping for the light and is without leaders capable of pointing the way.

Those who are fortunate to live twenty years longer probably will see this old planet pass through economic changes undreamed of by previous generations.

THE HOHENZOLLERNS

THE ex-Kaiser is the father of six sons. Two of them obtained divorces, or applied for divorces, on what we euphemistically call "statutory grounds" in this country. Now the wife of another, the daughter of a duke, is named as correspondent by the angry wife of a baron. On the stand she laughingly admits her intimacy with the defendant not only before her marriage to the son of an emperor, but afterward, and she also swears that her husband knew of her infidelity but continued and still continues to live with her.

And this is the family which a very large percentage of German people exalt and would call back to power if they could do so. Just what it is that blinds otherwise sane persons to the infamy of royal reprobates we find it hard to guess. The Germans themselves—that is the masses—are inclined to marital loyalty, but they forgive any offense against the deencies in an "overlord."

The German press is silent concerning this latest scandal, not because of shamefacedness, but out of consideration for the Hohenzollerns.

The national socialistic administration was recalled at the general election in November, 1920. The socialistic administration of North Dakota was recalled at a special election in 1921. Mr. McAdoo should be able to read the signs clearly enough to know that the outlook is not good for him and his party in the elections of 1922.

In the District Court of the United States in and for the District of Arizona.

FRANCIS S. VIELE, Complainant, vs. CONSOLIDATED ARIZONA SMELTING COMPANY, a Corporation, Defendant.—No. E-99—Tucson.

NOTICE OF SALE BY SPECIAL MASTER

NOTICE IS HEREBY GIVEN that pursuant to a Final Decree made and entered in the District Court of the United States for the District of Arizona, on the 27th day of February 1922, in a certain case in equity pending in said Court, entitled Francis S. Viele, Complainant, vs. Consolidated Arizona Smelting Company, a corporation, Defendant, being cause No. E-99, Tucson, 1 Joseph P. Dillon, the Special Master referred to and named in said Final Decree, will sell at public auction to the highest bidder or bidders at the North door of the County Court House in the City of Prescott, County of Yavapai, in said District, on the 7th day of April, 1922, at eleven o'clock A. M., the property in said Final Decree described and therein directed to be sold, to-wit:

The property and assets of the Consolidated Arizona Smelting Company consisting of and including lands, leases, leasehold interests, buildings, improvements, mines, mining claims, mining, milling and smelting machinery, tools, equipments, claims, demands, money rights and choses in action hereinafter described, are actually contained in three parcels:

Parcel A.

1. That portion of the southeast quarter of the southwest quarter of Section 14, described as follows:

Commencing at the quarter section corner between Sections 14 and 23 running thence West on the Section line 1,320 feet to a stone monument designating the southwest corner of the tract hereby conveyed; thence North 300 feet to a stone monument designating the northwest corner of said tract; thence East parallel with the section line 1,320 feet to a stone monument designating the northeast corner of said tract; thence South 300 feet to the place of beginning, containing 9.09 acres; also that certain patented millsite and water right known as the Bashford Patented Millsite, situated in Section 23 on Agua Fria Creek at what is known as Agua Fria Falls, patent to which is of record in Book 12 of Deeds, page 174, Records of Yavapai County, Arizona; also the east half of the northwest quarter of said Section 23, all of said property being situated in Township 13, North Range 1 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona; together with the smelting plant and other plant and improvements thereon situated;

Also the right to the appropriation of fifty miner's inches of water from Agua Fria Creek located by Cecil G. Fennell on the 17th day of June, 1899, recorded in the Recorder's office of Yavapai County in Book 3 of Millsites and Water Rights, pages 387, 388, 389; also the right to a certain appropriation of fifty miner's inches of water from Agua Fria Creek located by Cecil G. Fennell on the 31st day of October, 1899, and recorded in the Recorder's Office of said Yavapai County, Book 3 of Millsites and Water Rights, pages 432, 433, 434, Records of Yavapai County, Arizona.

Excepting from the above the following: That portion of said Section 23 described in a deed dated August 12th, 1899, in favor of the Prescott and Eastern Railway Co., recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 49 of Deeds, at page 251, conveying right of way to a strip of ground 50 feet in width on each side of the track of the railroad of the said Railway Co. as the same is now located, over and thru said tract of ground.

That portion of right of way described in deed of the Val Verde Copper Company, Limited, to the Santa Fe, Prescott and Phoenix Railway Company, dated August 28th, 1901, which deed is recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 50 of Deeds, page 275, conveying a strip of land ten feet in width on each side of the center line of the track of the said Railway Company as the same is located over and thru the southeast quarter of the northwest quarter of Section 23.

2. The following described land: beginning at the northwest corner of Section 23, of Township No. 13 North, of Range 1 East, thence south 817.3 feet; thence north 60 degrees, 36 minutes east, 1138.0 feet; thence north 58 degrees, 55 minutes west, 507.6 feet; thence west 557.7 feet to the place of beginning, being in the northwest one-quarter of Section 23, of Township No. 13 North, of Range No. 1 East, Yavapai County, Arizona, containing 10.95 acres, more or less; Together with the concentrating plant and other plant and improvements thereon situated.

3. The following named and described mines and mining claims, and property, said mines and mining claims being situated in the Peck Mining District, Yavapai County, Arizona, and all of said property being situated in said County, to-wit: Unpatented Mining Claims. Penn Mining Claim, the notice of location whereof is of record in the office of the County Recorder of Yavapai County, Arizona, in Book 75 of Mines, at page 209; Extension No. 2 Mining Claim, the notice of the location whereof is of record in Book 63 of Mines, at page 60, of said County Records; Iron Chief Mining Claim (one-half) the notice of the location of which is of record in Book 49 of Mines, at page 585, of said County Records; Trumpet Millsite, the notice of the location whereof is of record in Book 4 of Millsites and Water Rights, at page 230, of said County Records; Copper Link Millsite, the notice of the location whereof is of record in Book 6, of Millsites and Water Rights, at page 156, of said County Records.

Patented Mines.

Copper Link Mining Claim, the notice of location whereof is of record in Book 56 of Mines, at page 442, of said County Records; Water Lode, patent for which is of record in the office of the County Recorder of Yavapai County, in Book 83 of Deeds, at page 269; Enterprise, original location notice of which is of record in the office of the County Recorder of Yavapai County, Arizona, in Book 52 of Mines at page 470; Tidal Wave, original location notice of which is of record in Book 52 of Mines, at page 475, of said County Records; Favorite, original location notice of which is of record in Book 52 of Mines, at page 472, of said County Records; Iron Clad, original location notice of which is of record in Book 52 of Mines, at page 473, of said County Records; Arizona Chief, original location notice of which is of record in Book 52 of Mines, at page 476, of said County Records; Fortune, original location notice of which is of record in Book 52 of Mines, at page 474, of said County Records; Grand View, original location notice of which is of record in Book 52 of Mines, at page 484, of said County Records; Elephant, original location notice of which is of record in Book 52 of Mines, at page 482, of said County Records; McKinley, original location notice of which is of record in Book 52 of Mines, at page 479, of said County Records; Anchor, original location notice of which is of record in Book 52 of Mines, at page 480, of said County Records; Whale, original location notice of which is of record in Book 52 of Mines, at page 481, of said County Records; Copper Bar, original location notice of which is of record in Book 54 of Mines, at page 5, of said County Records; Homestake, original location notice of which is of record in Book 52 of Mines, at page 477, of said County Records; Washington, original location notice of which is of record in Book 52 of Mines, at page 578, of said County Records; Garfield, original location notice of which is of record in Book 52 of Mines, at page 471, of said County Records; Hot Number, original location notice of which is of record in Book 52 of Mines, at page 478, of said County Records.

4. All and singular those certain parcels or tracts of land and premises situated, lying and being in the Big Bug Mining District, in the County of Yavapai, Arizona, and being known, named and located as follows: The Blue Buck Lode Mining Claim, the notice of the location whereof is recorded in Book 35 of Mines, page 631;

The Blue Coat Lode Mining Claim, the notice of the location whereof is recorded in Book 35 of Mines, page 632;

The Blue Bell Lode Mining Claim, the notice of the location whereof is recorded in Book 35 of Mines, page 633;

The Blue Thunder Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 474;

The Victory No. 1 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 526;

The Victory No. 2 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 527;

The Victory No. 3 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 528;

The Victory No. 4 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 529;

The Victory No. 5 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 530;

The Victory No. 6 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 531;

The Victory No. 7 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 532;

The Victory No. 8 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 533;

The Victory No. 9 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 534;

The Victory No. 10 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 535;

The Victory No. 11 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 536;

The Victory No. 12 Lode Mining Claim, the notice of location whereof is recorded in Book 49 of Mines, page 537.

Which said books are part of the records of the County of Yavapai, Arizona, and are to be found in the office of the Recorder of said County, in the City of Prescott, in Arizona, to which notices of location and the records thereof, reference is hereby made for a particular description of the aforesaid mining claims.

Together with all the dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth in said properties, claims and premises or any thereof.

The following described parcel of land conveyed by Lafayette I. Fletcher and Maggie Fletcher to Consolidated Arizona Smelting Company, by deed dated November 30th, 1917, which deed is recorded in the Recorder's office of Yavapai County, Arizona, in Book 110 of Deeds, page 179, to-wit:

A certain parcel of land 100 feet square located in Township 12 North, Range No. 1 East, Gila and Salt River Meridian, Arizona, and more particularly described as follows, to-wit: Beginning at a point south 60 deg. 40 min. East, 364 feet from the common corner of Sections 25, 26, 35 and 36, thence North 23 deg. 0 min. East 100 feet to a point; thence South 67 deg. 0 min. East 100 feet to a point; thence South 23 deg. 0 min. West 100 feet to a point; thence North 67 deg. 0 min. West 100 feet to the point of beginning.

Also Right of Way across the Homestead of said grantors for a pipe line and power line, as at present located.

All and singular those certain parcels or tracts of land on premises situated, lying and being in the County of Yavapai, Arizona, and being known, named and located as follows:

The Trumpet Millsite, alias Copper Link Millsite, patented under Survey No. 3020B recorded in Book 104 of Deeds, pages 484 to 489, Records of Yavapai County, Arizona.

The Blue Buck Millsite, the notice of location whereof is of record in Book 7 of Millsites and Water Rights at page 489 of the County Records of Yavapai County.

The Blue Coat Millsite, the notice of location whereof is of record in Book 7 of Millsites and Water Rights at page 490 of said County Records.

The Little Johnnie Mining Claim, the notice of location whereof is of record in Book 79 of Mines, at page 134 of said County Records.

That portion of the Southwest quarter of the Southwest quarter of Section 14, Township 13 North Range 1 East, Gila and Salt River Meridian, and described as follows: Beginning at a point which is the Southeast corner of the SW¼ of the SW¼ of Section 14, Township 13 North Range 1 East; thence North 300 ft. along the East boundary of the SW¼ of the NW¼ to a point on said East boundary, a steel pipe 4 inches in

diameter projecting 3 ft. above the ground; thence West 826.5 ft. to a point on line 40 ft. outside of and parallel to Easterly Right of Way Line of Smelter Spur of the Prescott and Eastern Railway, said Right of Way Line being 50 ft. East of and parallel to the center line of track of said spur, as it is at present located and constructed; thence south 41 deg. 5 min. East 207.0 ft. along said line located 40 ft. from and parallel to the said Right of Way line; thence South 77 deg. 12 min. West 45 ft. to a point on the Easterly Right of Way line of said Smelter spur; thence in a southeasterly direction approximately 200 ft. along the Easterly Right of Way line of said Smelter spur to a point which is the intersection of said Easterly Right of Way line and the South boundary line of the SW¼ of the SW¼ of Section 14; thence East approximately 570 ft. to the point of beginning, containing 4.8 acres, more or less.

That portion of the Northwest quarter of the Northwest quarter of Section 23 described as follows: Beginning at a point on the North boundary line of the NW¼ of the NW¼ of said Section 23, said point being located 330 ft. East of the Northwest corner of Section 23; thence East 987.6 ft. along the North boundary line of the NW¼ of the NW¼ of said Section 23 to a point which is the Northeast corner of the NW¼ of the NW¼ of said Section 23; thence South 1320 ft. along the East boundary line of the NW¼ of the NW¼ of said Section 23; to a point which is the SE corner of the NW¼ of the NW¼ of said Section 23; thence West 987.8 ft. along the South boundary line of the NW¼ of the NW¼ of said Section 23 to a point on said boundary line, said point being located 330 ft. East of the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 23; thence North 1320 ft. to the point of beginning.

Victory No. 2 Millsite as described in Mineral Survey No. 3022 A and B, surveyed by J. William Waara, September 21 to October 2nd, 1912, containing 4.977 acres, for which patent has been applied for.

And in addition to the above the said Indenture of Mortgage, dated February 1st, 1915, expressly states that it shall constitute as of that date a Mortgage upon all the other property of whatsoever name or nature of the Company whether or not heretofore described, and all the lands, tenements, licenses, contracts, buildings, structures, machinery, steam boilers, engines, and all other machinery, tools and appliances now upon the mortgaged premises and all improvements thereof of every character and such fixtures as shall hereafter be placed upon, erected, constructed and used, and all appliances used thereon, and appliances necessary or convenient to be used and employed, in and about the premises and property herein described, with all the rights, privileges and franchises thereto incident, appurtenant or therewith used and enjoyed, together with the hereditaments and appurtenances, reversion and reversions thereunto belonging and all water rights, water appropriations, users, water franchises and water privileges, issues and profits thereof, and also all the estate, right, title and interest, property, possession, claim and demand whatsoever as well in law as in equity of the Company, party of the first part hereto, in, to and about said premises and property and every part and portion thereof.

The stock of chattels, warehouse goods and supplies, property of the Consolidated Arizona Smelting Company, and covered by a chattel mortgage in favor of the Prescott State Bank to secure the payment of the sum of \$100,000.00 and accrued interest, dated October 1, 1920, and filed and recorded in the office of the County Recorder of Yavapai County, State of Arizona, which said personal property is described in said mortgage as follows: All of the goods, wares and merchandise of every character and description constituting the stock in the warehouse of the said Consolidated Arizona Smelting Company, situated at Humboldt in the County of Yavapai, State of Arizona, and all similar material located near said warehouse and classed in mortgagor's inventory as warehouse stock.

Seventeen hundred twenty-one and a half shares of the stock of the Humboldt Improvement Company, being all of the issued stock of said Company; three hundred sixty-five thousand shares of the capital stock of the Swansea Lease Incorporated; two hundred fifty shares of the preferred and seven hundred fifty shares of the common stock in the Western Metallurgical Company (the same being pledged as collateral with the Southwest Metals Company for a loan made to the Consolidated Arizona Smelting Company); notes receivable and debts due and owing

from the Swansea Lease Incorporated and accrued interest; notes of the Arizona and Swansea Railroad Company in the aggregate amount of \$5,500.00 and accrued interest, less counterclaims of the said Railroad Company in the amount of \$2298.50; certain other accounts receivable; an operating lease on the mines and property of the New Planet Copper Mining Company whose property is located in Yuma County, Arizona, said lease expiring in March, 1923; office and household furniture, fixtures and equipment, ores in bins, concentrates, metals in process; all of the said property in this parcel not being covered by any special mortgage or lien other than the lien of the County and State taxes and liens arising out of these equity proceedings; also all other real and personal property of whatsoever name or nature, whether or not herein described, and all the lands, tenements, licenses, contracts, easements, actions at law, choses in action, buildings, structures, machinery, steam boilers and engines not described herein and not subject to the lien of any of the mortgages hereinbefore referred to.

as more fully provided by said Final Decree to which reference is hereby made:

1. The said sale will be made without valuation, appraisal, redemption or extension.

2. The Court may adjourn or postpone such sale and may in such case, direct the Special Master without further notice or advertisement to proceed with the sale on any date to which the same may have been adjourned.

3. Any party to this cause, or any owner or holder of Refunding and Improvement Mortgage Bonds, or of any mortgage, or of mechanics' or material men's liens or other interested party, may bid or purchase at the sale.

4. Said property will be sold free and clear of all interest, liens and claims of any and all parties to the cause and of each and all such persons, partnerships and corporations as may hereafter become or be made parties hereto, and of each and all persons, partnerships and corporations claiming under them or any of them, and discharged of the lien of the Refunding and Improvement Mortgage and Amendment thereto, and of any mortgages thereon and of all liens for labor and material and all claims against said defendant of every character except taxes for county, State and other local purposes.

5. The Special Master will receive no bid from anyone offering to bid who shall not have first deposited with the said Special Master, as a condition precedent to his right to bid, and as a pledge that such bidder will make good his bid in case of its acceptance by the Special Master and confirmation by the Court, Fifty Thousand Dollars in cash or by certified check upon any Bank acceptable to the Special Master and made or endorsed payable to his order. The deposit received from any unsuccessful bidder will be returned to him when the property has been stricken off. The deposit received from any successful bidder will be held by the Special Master subject to the orders of the Court, and upon confirmation of the sale will be applied on account of the purchase price of the property. No bid for less than One Million Dollars will be accepted by the Special Master.

6. In case any bidder, after the acceptance of his bid by the Special Master and the confirmation of the sale by the Court, shall fail to comply within the period of twenty days with any order of the Court requiring or relating to the payment of the balance of the purchase price, then the sum deposited by such accepted bidder as hereinbefore provided, whether in cash or by check, will be forfeited as a penalty for such failure and will be applied to the payment of the expenses of a re-sale and toward making good any deficiency or loss in case the property shall be sold at a less price on any such re-sale, and for such other purposes as the Court may direct. If the Court shall not confirm any sale the deposit made by the accepted bidder shall forthwith be returned to him.

7. The purchaser may pay the whole or any portion of the purchase price:

(1) By paying to the Receiver a sufficient sum in cash to cover all the costs and expenses of said Receivership as the same may be allowed and determined by the Court; and

(2) By paying any remaining portion of the purchase price by surrendering to the Receiver for cancellation any Receiver's Certificates issued and outstanding and owned by such bidder for the face value of such certificates, with accrued interest thereon; and

(3) By surrendering to the Receiver for cancellation any claims based upon liens for labor and materials.

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